

**AMENDMENT NUMBER 3
TO
CONTRACT NO. DIR-SDD-2188
BETWEEN
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES
AND
SHI GOVERNMENT SOLUTIONS, INC.**

This Amendment Number 3 to Contract Number DIR-SDD-2188 ("Contract") is between the Department of Information Resources ("DIR") and SHI Government Solutions, Inc ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for through November 21, 2016, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) additional one-year renewal term.

2. **Contract, Section 6, Notification**, is hereby amended as follows:

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Dana L. Collins, CTPM, CTCM
Contract and Vendor Management
Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701
Phone: 512-936-2233
Facsimile: 512-475-4759
Email: dana.collins@dir.texas.gov

If sent to the Vendor:

Victoria Pubylski
SHI Government Solutions, Inc.
1301 South Mo-Pac Expressway
Suite 375
Austin, TX 73746
Phone: (512) 582-6724 Facsimile: (512) 732-0232
Email: victoria_pubylski@shi.com

3. **Appendix A. Standard Terms and Conditions For Products and Related Services Contracts**, is hereby restated in its entirety and replaced with the attached Appendix A. Standard Terms and Conditions For Products and Related Services Contracts dated 09/24/2015.
4. **Appendix C, Pricing Index**, is hereby deleted in its entirety and replaced with Appendix C, Pricing Index, dated 04/08/2016, as attached hereto.
5. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Service Contracts, as listed below is hereby added as follows:

A. Section 10. Vendor Responsibilities, S. Secure Erasure of Hard Disk Products and/or Services is hereby replaced in its entirety as follows:

Vendor agrees that all services wherein Vendor uses hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Service product's useful life or the end of the related Customer Managed Services Agreement for such services, in accordance with 1 TAC 202.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 3, then Amendment Number 2, then Amendment Number 1 and then the Contract.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than November 21, 2015.

SHI GOVERNMENT SOLUTIONS, INC.

Authorized By: Signature on File

Name: Natalie Slowik

Title: Senior Manager - Contracts

Date: April 20, 2016

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Dale Richardson

Title: Chief Operations Officer

Date: April 21, 2016

**Office of
General Counsel:** DB 4/20/2016